SOFTWARE LICENSE TERMS AND CONDITIONS

WATCHPC ELECTRONIC PATIENT DIARY PROGRAM for MDSPS Project No. AA05796

These SOFTWARE LICENSE TERMS AND CONDITIONS apply to the **WatchPC Electronic Patient Diary** ("Software") described in SUBCONTRACTOR AGREEMENT MDSPS AA05796, made as of the twenty-second day of September, 2003, by and between:

The Licensor Interfusion Partners Inc., an Ontario corporation with offices located at 65 Harbour Square, Suite 2002, Toronto, Ontario, Canada M5J 2L4 ("IPI"),

- and –

The Licensee MDS Pharma Services (US) Inc., a Nebraska corporation having its principal offices at 621 Rose Street, Lincoln, Nebraska ("MDSPS").

Further, these SOFTWARE LICENSE TERMS AND CONDITIONS apply to the documentation delivered with the Software: Study MDSPS-AA05796 (MARL/02/03) WatchPC User's Guide ("Documentation").

GRANT OF END USER LICENSE

IPI hereby grants to subjects enrolled in the Philip Morris USA Study No. MARL/02/03, for unlimited use in the MDS Pharma Services Project No. AA05796, a non-transferable license to use the Software and Documentation under the supervision of MDSPS.

SCOPE OF LICENSE

Authorized Use:

MDSPS shall prevent unauthorized users from accessing the Software. The term "Unauthorized User" shall mean any individual who accesses the Software or Documentation except for employees of MDSPS and subjects in Philip Morris USA Study No. MARL/02/03 who are authorized by the Licensee to access the Software.

INTELLECTUAL PROPERTY

Ownership and Title:

Title to the Software source code including ownership rights to patents, copyrights, trademarks and trade secrets therein shall be the exclusive property of IPI.

Reverse Engineering:

MDSPS and PMUSA shall not reverse engineer the Software.

PM3006735491

Source: https://www.industrydocuments.ucsf.edu/docs/lnpx0001